MINUTES CHEATHAM COUNTY LEGISLATIVE BODY REGULAR SESSION January 25, 2021

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met by Zoom Video Conference on January 25, 2021 in Regular Session. Chairman Mr. Donnie Jordan and County Clerk Ms. Teresa Gupton presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

COUNTY COMMISSIONERS

DAVID ANDERSON	DONNIE JORDAN
GARY BINKLEY	WALTER WEAKLEY
ANN JARREAU	DIANA PIKE LOVELL
TIM WILLIAMSON	EUGENE O. EVANS, SR.
CHRIS GILMORE	ED GREER
CONNIE MAYO	RANDY LILES

PUBLIC HEARING: Chairman, Mr. Donnie Jordan opened Public Hearing at 6:09P.M.

The following was advertised to be heard:

- 1. K & S Ventures, LLC., requesting a Zone Change from C5 to CMUPUD for a 3.78 acre portion of Map 26, Parcel 014.00. Property is located on War Eagles Way, in the 3rd Voting District, and is not in a Special Flood Hazard Area.
- 2. Gifford Partnership, requesting a Zone Change from C5 to C1 for Map 23, Parcel 96.01. Property is located at 1280 Jackson Felts Rd., in the 2nd Voting District, and is not in a Special Flood Hazard Area.
- 3. Amend the Zoning Resolution of Cheatham County by deleting section 6.070 in its entirety and replacing it with the newly revised section 6.070 Flood Damage Prevention Regulations.
- 4. Adoption and confirmation of the complete revised and amended Zoning Resolution of Cheatham County.

No one spoke for or against these changes.

Public Hearing closed at 6:12 P.M.

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Mike Breedlove at 6:12 P.M.

Invocation was offered by Chairman, Mr. Donnie Jordan.

County Clerk Ms. Teresa Gupton called the roll. There being eleven Commissioners present, Chairman, Mr. Donnie Jordan declared a Quorum. <u>See Resolution 1.</u>

David Anderson	Present	Donnie Jordan	Present
Gary Binkley	Absent	Walter Weakley	Present
Ann Jarreau	Present	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Present
Chris Gilmore	Present	Ed Greer	Present
Connie Mayo	Present	Randy Liles	Present

Motion was made by Mr. David Anderson seconded by Ms. Diana Lovell to approve the Agenda for the January 25, 2021 Legislative Body Meeting

Motion approved by voice vote 1 Absent. See Resolution 2.

Motion was made by Mr. Tim Williamson seconded by Mr. Eugene O. Evans, Sr. to approve the Minutes from the December 21, 2020 Regular Session and Special Called Session January 4, 2021 Legislative Body Meeting.

Motion approved by voice vote 1 Absent. See Resolution 3.

NEW BUSINESS

BUILDING COMMISSIONER – MR. FRANKLIN WILKINSON: Motion was made by Mr. Chris Gilmore, seconded by Mr. David Anderson to approve the zone change request for K & S Ventures, LLC., from C5 to CMUPUD for a 3.78-acre portion of Map 26, Parcel 014.00. Property is located on War Eagles Way, in the 3rd voting district and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 4.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Absent	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

Mr. Gary Binkley present at 6:20 P.M.

Motion was made by Mr. Tim Williamson, seconded by Ms. Ann Jarreau to approve the zone change request for Gifford Partnership, from C5 to C1 for Map 23, Parcel 96.01. Property is located at 1280 Jackson Felts Road, in the 2nd voting district, and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 5.

David Anderson	Yes	Donnie Jordan Yes
Gary Binkley	Yes	Walter Weakley Yes
Ann Jarreau	Yes	Diana Pike Lovell Yes
Tim Williamson	Yes	Eugene O. Evans, Sr. Yes
Chris Gilmore	Yes	Ed Greer Yes
Connie Mayo	Yes	Randy Liles Yes

Mr. Walter Weakley lost connection at 6:22 P.M.

Motion was made by Ms. Diana Lovell, seconded by Mr. Gary Binkley to approve the amendment of the Zoning Resolution of Cheatham County by deleting section 6.070 in its entirety and replacing it with the newly revised section 6.070 Flood Damage Prevention Regulations.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 6.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Absent
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

Mr. Walter Weakley present at 6:23 P.M.

Motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to adopt and confirm the complete revised and amended Zoning Resolution of Cheatham County.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 7.

David Anderson	Yes	Donnie Jordan Yes
Gary Binkley	Yes	Walter Weakley Yes
Ann Jarreau	Yes	Diana Pike Lovell Yes
Tim Williamson	Yes	Eugene O. Evans, Sr. Yes
Chris Gilmore	Yes	Ed Greer Yes
Connie Mayo	Yes	Randy Liles Yes

Cheatham County Planning Commission Recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Chris Gilmore to form, and coordinate a committee to amend the Growth Plan of Cheatham County, Tennessee.

Motion approved by voice vote. See Resolution 8.

COUNTY MAYOR- MAYOR MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented, motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson, to approve the following:

- A.) Mayor's signature on Memorandum of Understanding Agreement between Board of Education and Cheatham County
- B.) To confirm Mayor's appointee to Water/Wastewater Board Mr. Dan Cook to replace Eric Lockert for a term beginning 1/1/2021 and ending 12/31/2025
- C.) To confirm Mayor's reappointment of James (Jim) Dillingham to Water/Wastewater Board for a term beginning 1/1/2021 and ending 12/31/2025
- D.) To approve Resolution to set up terms regarding Solid Waste Regional Planning Board
- E.) Mayor's signature on RJ Young Lease Agreement for copiers in the Sheriff's Department.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 9.

David Anderson	Yes	Donnie Jordan Yes
Gary Binkley	Yes	Walter Weakley Yes
Ann Jarreau	Yes	Diana Pike Lovell Yes
Tim Williamson	Yes	Eugene O. Evans, Sr. Yes
Chris Gilmore	Yes	Ed Greer Yes
Connie Mayo	Yes	Randy Liles Yes

DIRECTOR OF ACCOUNTS- MS. SANDRINE BATTS: Budget Committee recommended, motion was made by Mr. Tim Williamson, seconded by Mr. David Anderson to authorize the following budget amendments for the County General Fund:

Jail	\$429.83
Other Operations	\$2,074.80
Other Operations	\$6,526.63
County Buildings	\$8,370.00
Ambulance/Emergency Medical Services	\$1,114.02
Cheatham County Library	\$12,500.00
South Cheatham Library	\$25.00
Ambulance/Emergency Medical Services	\$2,600.00

Budget Vote: 4 Yes 0 No 1 Absent

Funding Source: Various

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 10.

David Anderson	Yes	Donnie Jordan Ye	es
Gary Binkley	Yes	Walter Weakley Ye	es
Ann Jarreau	Yes	Diana Pike Lovell Ye	es
Tim Williamson	Yes	Eugene O. Evans, Sr. Ye	es
Chris Gilmore	Yes	Ed Greer Ye	S
Connie Mayo	Yes	Randy Liles Ye	S

Budget Committee recommended, motion was made by Mr. Eugene O. Evans, Sr. seconded by Ms. Diana Lovell to authorize the following County assets surplus and receipt proceeds of sale to Solid Waste Fund: 116-44530 (Sale of Equipment)/ 116-44145 (Sale of Recycled Materials):

Department: Solid Waste

Year/Make/Model: 2004 Dodge Ram 1500 Quad Cab

VIN Number: 1D7HA18PX4J207699

Mileage: 284,981

Additional Information: Does not run / blown motor Once approved for surplus, item will be sold or recycled

Motion approved by voice vote. See Resolution 11.

*Attached are the audited Fund Balances for Fiscal Year Ending June 30, 2020 that were provided in the Informational Section of the Budget Agenda for this meeting.

COUNTY ATTORNEY – MR. MICHAEL BLIGH: Mr. Bligh invited questions.

ECONOMIC AND COMMUNITY DEVELOPMENT – MR. JEROME TERRELL: Mr. Terrell stated there were nine projects in the works. Five of the Projects are newer and have large capital investments.

OTHER COUNTY OFFICIALS

COUNTY TRUSTEE- MS. MARGIE JARRELL: The monthly report was included in the packet.

ROAD SUPERINTENDENT – MR. ROBERT HESTER: The 2021 Road List is on file in the Clerk's Office.

SHERIFF – MR. MIKE BREEDLOVE: The monthly report was included in the packet. Sheriff Breedlove stated there was an increase in domestic violence and a spike in sex abuse. Sheriff Breedlove stated the remodel of the new Sheriff's Office is going great and it should be completed soon.

SCHOOL BOARD- Dr. Cathy Beck stated the January Newsletters have been emailed. Dr. Beck stated School Board Member Mr. Tim Ray presented the idea of an Educator Hall of Fame. Dr. Beck stated the school's annual report was completed. Dr. Beck stated Elementary Schools have started traditional learning, and the Middle schools will begin traditional learning on Feb 1st. Dr. Beck is hoping High School will return to traditional learning by mid-February.

COUNTY SERVICES

UT EXTENSION- MR. RONNIE BARRON: The Extension Highlights were emailed to all Commissioners.

VETERANS SERVICE- MR. LLOYD SHARPE: Mr. Sharpe stated the Veterans Office is accepting \$100 donation to have a Veterans name placed on the wall at the Veterans Memorial

Park but stated if someone didn't have the means to donate their name would still be placed on the wall.

STANDING COMMITTEES

BEER BOARD- They did meet and approved a permit for Country Cupboard 3.

EDUCATION- Mr. Williamson stated they did meet. Motion was made by Mr. Tim Williamson, seconded by Mr. Ed Greer to support the COVID-19 Policy for the school system.

Motion was approved by voice vote. See Resolution 12.

EMERGENCY SERVICES- Chairman, Mr. Donnie Jordan stated they are waiting on Austin Peay to find out where the best location would be for a new Fire Department in Kingston Springs to positively affect the ISO rating.

CAPITAL IMPROVEMENTS – Mr. Binkley stated they did meet and discussed the logs that are stored in the Maintenance area.

CALENDAR, RULES AND NOMINATING – They did meet.

Motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to reappoint Amanda Binkley, David Anderson, Marsha Hogan and Randy Liles to the Ag Committee for a two-year term ending December 31, 2022.

Motion approved by voice vote. See Resolution 13.

TECHNICAL COMMITTEE - They did not meet.

ROAD AND BRIDGE – They did not meet.

CONSENT CALENDAR

Motion was made by Mr. David Anderson, seconded by Mr. Gary Binkley to approve the following applicants for Notary Public:

Notaries

Cynthia A. Bowker Ben W. Brinkley Michael P. Childers
Amanda Deweese M. Teresa Gupton Pamela F. Luna
Douglas A. McWhorter Brittney Myers Peggy Lynn Rowe
Karen Sullivan Sharon Taylor Allison G. Waller

Motion approved by voice vote. See Resolution 14.

Mr. Gary Binkley stated he would like for the Commission to present Memorials for Mr. Donnie Kemp and Mr. Johnny Jenkins.

After discussion, motion was made by Ms. Connie Mayo, seconded by Ms. Diana Lovell to send the recommendation for memorials of Mr. Donnie Kemp and Mr. Johnny Jenkins to Calendar, Rules and Nominating Committee for recommendation.

Motion approved by voice vote. See Resolution 15.

There being no further business to discuss, motion was made by Mr. Gary Binkley, seconded by Mr. Eugene O. Evans, Sr. to adjourn at 7:35 P.M.

Motion approved by voice vote. See Resolution 16.

County Clerk

Legislative Body Chairman



County General (Fund 101) Equity Balances

	Per State Audit	Per State Audit	As Of
	6/30/2019	6/30/2020	12/31/2020
Restricted	490,155.00	456,123.00	456,123.00
Committed	240,623.00	709,455.00	709,455.00
Assigned	685,295.00	664,405.00	664,405.00
Unassigned	4,067,404.00	4,534,856.00	4,228,784.00
Total	5,483,477.00	6,364,839.00	6,058,767.00

Courthouse/Jail Maintenance (Fund 112) Equity Balances

	Per State Audit	Per State Audit	As Of
	6/30/2019	6/30/2020	12/31/2020
Committed	15,932.00	13,811.00	13,400.00
Total	15,932.00	13,811.00	13,400.00

Solid Waste (Fund 116) Equity Balances

	Per State Audit	Per State Audit	As Of
	6/30/2019	6/30/2020	12/31/2020
Restricted	514,563.00	597,483.00	538,490.38
Total	514,563.00	597,483.00	538,490.38

Drug Enforcement (Fund 122) Equity Balances

	Per State Audit	Per State Audit	As Of
	6/30/2019	6/30/2020	12/31/2020
Restricted	372,771.00	371,066.00	254,907.18
Total	372,771.00	371,066.00	254,907.18

Unemployment Compensation (Fund 130) Equity Balances

	Per State Audit	Per State Audit	As Of
	6/30/2019	6/30/2020	12/31/2020
Committed	14,979.00	761.00	761.00
Total	14,979.00	761.00	761.00

Road and Bridge (Fund 131) Equity Balances

	Per State Audit	Per State Audit	As Of	
	6/30/2019	6/30/2020	12/31/2020	
Restricted	3,469,342.00	3,413,254.00	2,297,385.45	
Total	3.469.342.00	3,413,254.00	2,297,385.45	

General Purpose School (Fund 141) Equity Balances

	Per State Audit	Per State Audit	As Of
	6/30/2019	6/30/2020	12/31/2020
Restricted	126,525.00	270,160.00	270,160.00
Committed	25,690.00	446,261.00	446,261.00
Assigned	282,729.00	515,040.00	515,040.00
Unassigned	3,991,595.00	6,467,811.00	5,123,701.39
Total	4,426,539.00	7,699,272.00	6,355,162.39

Central Cafeteria (Fund 143) Equity Balances

	Per State Audit	Per State Audit	As Of
	6/30/2019	6/30/2020	12/31/2020
Restricted	257,143.00	185,112.00	185,112.00
Assigned	0.00	15,981.00	15,981.00
Total	257,143.00	201,093.00	201,093.00

Extended School Program (Fund 146) Equity Balances

	Per State Audit	Per State Audit	As Of	
	6/30/2019	6/30/2020	12/31/2020	
Assigned	458,459.00	358,695.00	358,695.00	_
Total	458,459.00	358,695.00	358,695.00	

General Debt Service (Fund 151) Equity Balances

	Per State Audit	Per State Audit	As Of
	6/30/2019	6/30/2020	12/31/2020
Restricted	817,570.00	730,738.00	730,738.00
Total	817,570.00	730,738.00	730,738.00

Education Debt Service (Fund 156) Equity Balances

	Per State Audit	Per State Audit	As Of
	6/30/2019	6/30/2020	12/31/2020
Restricted	7,954,889.00	6,067,487.00	6,067,487.00
Total	7,954,889.00	6,067,487.00	6,067,487.00

Capital Projects (Fund 171) Equity Balances

	Per State Audit	Per State Audit	As Of
	6/30/2019	6/30/2020	12/31/2020
Restricted	197,140.00	399,285.00	46,520.74
Total	197,140.00	399,285.00	46,520.74

Education Capital Projects (Fund 177) Equity Balances

	Per State Audit	Per State Audit	As Of
	6/30/2019	6/30/2020	12/31/2020
Assigned	4,906,775.00	2,044,403.00	2,044,403.00
Total	4,906,775.00	2,044,403.00	2,044,403.00

Other Capital Projects - Vehicles (Fund 178) Equity Balances

	Per State Audit	Per State Audit	As Of
	6/30/2019	6/30/2020	12/31/2020
Restricted	382,740.00	752,089.00	452,209.00
Total	382,740.00	752,089.00	452,209.00

Other Capital Projects - Jail (Fund 180) Equity Balances

	Per State Audit	Per State Audit	As Of
	6/30/2019	6/30/2020	12/31/2020
Restricted _	36,731.00	1,401,784.00	1,401,784.00

Total 36,731.00 1,401,784.00 1,401,784.00

1

RESOLUTION TITLE:

Quorum

DATE:

January 25, 2021

MOTION BY:

SECONDED BY:

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, There being eleven Commissioners present a quorum is declared.

RECORD:

David Anderson

Donnie Jordan

Gary Binkley

Absent

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and tully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 29th day of January 2021.

RESOLUTION TITLE: To Approve Agenda

2

DATE: January 25, 2021

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, the agenda for the January 25, 2021 Legislative Body meeting is approved

RECORD: Approved by voice vote 1 Absent.

David Anderson Donnie Jordan

Gary Binkley Absent Walter Weakley

Ann Jarreau Diana Pike Lovell

Tim Williamson Eugene O. Evans, Sr.

Chris Gilmore Ed Greer

Connie Mayo Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCaryer, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 29th day of January 2021.

SEAL

3

RESOLUTION TITLE:

To Approve Minutes

DATE:

January 25, 2021

MOTION BY:

Mr. Tim Williamson

SECONDED BY:

Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January, 2021 via Zoom Video Conference, WHEREAS, The Minutes from the December 21, 2020 Regular Session and Special Called Session January 4, 2021 Legislative Body Meetings are approved.

RECORD: Approved by voice vote 1 Absent.

David Anderson

Donnie Jordan

Gary Binkley

Absent

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I and the duly authorized and acting County Clerk of Cheatham County, Tennessee, And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 29th day of January 2021.

4

RESOLUTION TITLE:

To Approve A Zone Change Request For Property Located On

War Eagles Way

DATE:

January 25, 2021

MOTION BY:

Mr. Chris Gilmore

SECONDED BY:

Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, to approve the zone change request for K & S Ventures, LLC., from C5 to CMUPUD for a 3.78-acre portion of Map 26, Parcel 014.00. Property is located on War Eagles Way, in the 3rd voting district and is not in a Special Flood Hazard Area.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Absent	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry MoCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 29th day of January 2021.

Teresa Gupton County Clerk

MAY 1856

5

RESOLUTION TITLE:

To Approve A Zone Change Request For Property Located At

1280 Jackson Felts Road

DATE:

January 25, 2021

MOTION BY:

Mr. Tim Williamson

SECONDED BY:

Ms. Ann Jarreau

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, to approve the zone change request for Gifford Partnership, from C5 to C1 for Map 23, Parcel 96.01. Property is located at 1280 Jackson Felts Road, in the 2nd voting district, and is not in a Special Flood Hazard Area.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Lennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 29th day of January 2021.

6

RESOLUTION TITLE:

To Adopt A Resolution Amending The Zoning Resolution Of Cheatham County By Deleting Section 6.070 In Its Entirety And

Replacing It With The Newly Revised Section 6.070 Flood

Damage Prevention Regulations That Will Regulate Development Within The Jurisdiction Of Cheatham County, Tennessee, To Minimize Danger To Life And Property Due To Flooding, And To

Maintain Eligibility For Participation In The National Flood

Insurance Program

DATE:

January 25, 2021

MOTION BY:

Ms. Diana Lovell

SECONDED BY:

Mr. Gary Binkley

COMPLETED RESOLUTION:

David Anderson

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, A Resolution is adopted amending the Zoning Resolution of Cheatham County by deleting Section 6.070 in its entirety and replacing it with the newly revised section 6.070 Flood Damage Prevention Regulations that will regulate development within the jurisdiction of Cheatham County, Tennessee, to minimize danger to life and property due to flooding, and to maintain eligibility for participation in the National Flood Insurance Program.

Donnie Iordan

Ves

A copy of the newly revised section 6.070 is attached.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

Ves

David Aliderson	168	Domne Jordan	103
Gary Binkley	Yes	Walter Weakley	Absent
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 29th day of January 2021.



7

RESOLUTION TITLE:

To Adopt And Confirm The Complete Revised And Amended

Zoning Resolution Of Cheatham County, Tennessee

DATE:

January 25, 2021

MOTION BY:

Ms. Diana Lovell

SECONDED BY:

Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, the complete revised and amended Zoning Resolution of Cheatham County, Tennessee is adopted and confirmed.

A copy the Zoning Resolution is attached.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection. Witness, My official signature and seal of said county, this 29th day of January 2021.

Teresa Gupton, County Clerk

PRGANIZED MAT

8

RESOLUTION TITLE:

To Form And Coordinate A Committee To Amend The Growth

Plan Of Cheatham County, Tennessee

DATE:

January 25, 2021

MOTION BY:

Ms. Diana Lovell

SECONDED BY:

Mr. Chris Gilmore

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, to form and coordinate a committee to amend the Growth Plan of Cheatham County, Tennessee.

RECORD: Approved by voice vote.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOW EDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 29th day of January 2021.

9 (A)

RESOLUTION TITLE:

To Approve The Mayor's Signature On Memorandum of

Understanding Agreement Between Board Of Education And

Cheatham County

DATE:

January 25, 2021

MOTION BY:

Ms. Diana Lovell

SECONDED BY:

Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, to approve the Mayor's signature on Memorandum of Understanding Agreement between Board of Education and Cheatham County.

A copy of the MOU is attached.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 29th day of January 2021.



Memorandum of Understanding

This Memorandum of Understanding is made this the ____ day of January, 2021 (the "Effective Date") by and between Cheatham County, Tennessee (the "County") and the Cheatham County Board of Education (the "Board.")

Whereas the County owns property adjacent to the Board's property in Ashland City, Tennessee.

Whereas the County wishes to acquire a portion of the Board's Ashland City property as shown on the survey attached hereto as Exhibit A (the "Property"); and Whereas the Property currently contains a structure (the "Storage Building"), and parking areas currently being used by the County; and

Whereas the County has agreed to compensate the Board for the Property by constructing a new structure on the Board's remaining Ashland City property.

NOW THEREFORE in order to carry out the foregoing, the parties agree to enter into a written agreement containing the following terms:

- 1. The Board will convey to the County the Property by quitclaim deed.
- 2. The County will construct, at its expense, a metal storage building measuring 40 feet by 50 feet on a concrete slab foundation on a reasonably suitable location on the Ashland City property as specified by the Board. Upon completion, the new building will be property of the Board. Within thirty (30) days of the completion of the new building, the County will, at its sole expense, move all chattel property of the Board then stored in the Storage Building to the new building.
- 3. The County willpay the Board six thousand five hundred ninety-nine dollars and 56/100 (\$6,599.56) in compensation for the shelving that was previously located

- in the Storage Building and has been removed and used elsewhere by the County. The County, at its expense, agrees to assemble and install all metal shelving the Board purchases for the new building.
- 4. The County shall have a temporary easement across the Board's Ashland City property from the Property to Chestnut Street for use by motor vehicles. The parties agree that the County has constructed a gravel drive for this purpose and the current location is acceptable to both parties. The County will obtain a survey reflecting the location of the location easement to be recorded with the deed. The County shall be solely responsible for the maintenance and upkeep of the easement. Both parties acknowledge and agree that this temporary easement will expire upon the earlier of the following events: (a) the County conveys the Property to a third party, or (b) the Board, for its own purposes, creates a definitive development plan that includes the easement area and provides nin ety (90) days written notice to the County.
- 5. The cost of preparation of the deed and survey shall be paid by the County. The County and the Board shall otherwise be responsible for their respective attorney fees. The County agrees to pay the Board's realtor, Amanda Bell, a fee of \$150.00 for her services provided during this project. Additionally, the parties hereby acknowledge and agree that it may be necessary to subdivide the Property prior to its conveyance. In the event a subdivision of the Property is required, both parties shall work diligently to complete that subdivision. The County shall be responsible for any and all costs associated with the subdivision.

- 6. Upon approval of this Memorandum of Understanding, the County may install security fencing on the Property provided such fencing visually screens the enclosed area and the Board is provided continuing access to the Storage Building until all the Board's chattel property has been removed.
- 7. This Memorandum of Understanding shall be effective only, in the case of the County, upon approval by the Cheatham County Board of County Commissioners and execution by the County Mayor and, in the case of the Board, upon approval of the Cheatham County Board of Education and execution by the Director of Schools or the Chairman of the Cheatham County Board of Education. Additionally, the County shall obtain a title search on the Property at its expense and its obligations hereunder shall be excused if such title search reveals any material defects in title.
- 8. Upon approval and execution of this Memorandum of Understanding, the County Mayor and the Director of Schools or the Chairman of the Cheatham County Board of Education are authorized and directed to take such actions and execute such documents as may be reasonably necessary to carry out the foregoing including execution of deeds of conveyance, including a written agreement containing all terms of this transaction.

CHEATHAM COUNTY	CHEATHAM EDUCATION	COUNTY	BOARD	OF
By: County Mayor	Ву:			
Date:	Date:		-	

EXHIBIT A

2. G.P.S. EQUIPMENT USED TO ESTABLISH GRID NORTH: CARLSON BRX 5 DUAL FREQUENCY RECEIVER. IN TENNESSEE IT IS, A REQUIREMENT OF THE UNDERGROUND LITLYT DAMAGE PROJEKTION ACT, THAY NAVIONE MAY DE REGLACES AN EXCLANTION MAST TO THE PLATE FOR DEGLACES AN EXCLANTION MAST FOR THAY IT OF MODERN CAN'S PRICH TO THE DATE OF THE MITTER TO ECCAMITE MAY DAY TO TAMOD MAY HAZARD OR CONFLICT. TENNESSEE ONE CALL 1-400-51-1111 LITLITIES NOT CHECKED. GENERAL NOTES THIS PROPERTY WAS PREPARED FROM CURRENT DEEDS AND ANTS OF RECORD AND DOES NOT REPORT AND THE SHAPE SHAPE TO MAKE STATE OF THE AND IS SHAPE TO MAKE SHAPE THE AND IS SHAPE THE AND IS SHAPE THE AND IS SHAPE THE PROPERTY SHOWN ON THIS PLAT IS SHAPE THE ALT IS SHAPE THE AND THE PROPERTY SHOWN ON THIS PLAT IS SHAPE MAY LED ON OF RECORD. RESTRICTIONS WHETHER MEMBERS OF OF RECORD. SERVICE/ORSE LUBERTY FOR THIS COCUMENT SAML BE LIMITED TO THE DIRICHAL PURCHASER AND DEES NOT EXTEND TO ARY UNAMAGE PERSON OR EMITY THIMPOUT AN EXPRESSED RE-CERTIFICATION BY THE SURVEYOR WHOSE NAME APPEARS UPON THIS SURVEY. BERJAING SYSTEM IS DERINED FROM TENNESSEE SYNTE PLANE COORDINATE SYSTEM (NADS). ZONE 4100, UNLESS OTHERWISE NOTED DISTRICES AND COORDINATES RECITED ARE BASED ON GROUND MED-SURRAMENTS, IND SCALE FACTOR APPLIED. PROPERTY SUBJECT TO ANY AND ALL FINDINGS OF A CURRENT AND ACCURATE TITLE SEARCH NO TITLE REPORT WAS FURNISHED TO THE SURVEYOR PRIOR TO SURVEY. H-BERBY CERTIFY THAIT THIS IS A CAITEGORY A DEENNED BY THE STANDARDS OF PRACTICE AS ADDIPTED BY THE TRINKESSEE STATE BOARD OF EXAMINERS, AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAM 1245000 AS SHOWN HEREON, JEFFREY P. CHANDLER RLS 2363 IRON ROD (NEW) IR. (N) IRON ROD (OLD) IR. (O) POWER POLE PP These standard symbols will be found in the drawing. LEGEND 9 CAR GROUP, LLC RECORD BOOK 553 PAGE 2754 VICINITY MAP (NTS) ELIZABETH STREET CHANDLER SURVEYING

BOUNDARY PARTITION		
DRAWN	DATE	MAP AND PARCEL
JEFF C	SEPT. 21, 2020	MAP 55C, GR F, P-15,18,17
APPROVED JEFF C	DATE SEPT. 21, 2020	CURRENTLY ZONED
SCALE	SHEET	PROJECT NO.
1" = 50"	ONE OF ONE	2-929

PROJECT INFORMATION:	BEING A PORTION OF THE PROPERTIES DESCRIBED IN DEED BOOK 97, PAGES 376 AND 379, REGISTER'S OFFICE OF CHEATHAM COUNTY, TN	
CLIENT INFORMATION:	CHEATHAM COUNTY BOARD OF EDUCATION 108 EULZABETH STREET	REVISIONS

CHANDLER SURVEYING 3421 COOPER NICHOLSON ROAD PLEASANT VIEW, TN. 37146 (615) 746-5900 FAX (615) 746-6420 email: chandlersurv@yahoo.com

9 (B)

RESOLUTION TITLE:

To Confirm Mayor's Appointee To Water/Wastewater Board

DATE:

January 25, 2021

MOTION BY:

Ms. Diana Lovell

SECONDED BY:

Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, to confirm Mayor's appointee to Water/Wastewater Board Mr. Dan Cook to replace Eric Lockert for a term beginning 1/1/2021 and ending 12/31/2025.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness My official signature and seal of said county, this 29th day of January 2021.

9 (C)

RESOLUTION TITLE:

To Confirm Mayor's Reappointment To Water/Wastewater Board

DATE:

January 25, 2021

MOTION BY:

Ms. Diana Lovell

SECONDED BY:

Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, to confirm Mayor's reappointment of James (Jim) Dillingham to Water/Wastewater Board for a term beginning 1/1/2021 and ending 12/31/2025.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 29th day of January 2021.

Teresa Gupton, County Clerk

D MAY 185

9 (D)

RESOLUTION TITLE:

To Approve Resolution Clarifying Number And Terms Of The Members Of the Cheatham County Solid Waste Regional Planning

Board And Filling Vacancies

DATE:

January 25, 2021

MOTION BY:

Ms. Diana Lovell

SECONDED BY:

Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, Cheatham County has established the Cheatham County Solid Waste Regional Planning Board (the "Board") pursuant to Tennessee Code Annotated §68-211-813; and

Whereas certain positions on the Board are currently vacant; and

Whereas Tennessee Code Annotated §68-211-813(b) requires that the Board consist of an odd number of members, not less than five (5) nor more than fifteen (15), with six-year terms be staggered so as to result in approximately 1/3 of the member terms expiring every two year; and

Whereas Cheatham County wishes to clarify the number of Board members, fill the vacant positions, and clarify the terms of the remaining Board members in compliance with applicable law.

Be It Therefore Resolved That the Cheatham County Legislative Body meeting in Regular Session on this the 25th day of January 2021 via Zoom Video Conference as follows:

- 1. The Cheatham County Solid Waste Regional Planning Board shall consist of five (5) members appointed by the County Mayor and approved by the Cheatham County Legislative Body.
- 2. The current Board members and their term expiration dates are as follows:

Member	Current Term Expiration
Chris Adkins	March 31, 2021
Marie Spafford	March 31, 2021
Edwin Hogan	March 31, 2023
Vacant	March 31, 2025
Vacant	March 31, 2025

3. John Louallen and Rachel Dutton are hereby appointed to the vacant offices of the Solid Waste Regional Planning Board to complete the remainder of the terms ending March 31, 2025.

- 4. Chris Atkins and Marie Spafford are hereby reappointed to the Cheatham County Solid Waste Regional Planning Board for terms beginning April 1, 2021 and ending March 31, 2027.
- 5. All resolutions adopted by the Cheatham County Legislative Body in conflict with the foregoing are hereby repealed to the extend of such conflict.
- 6. This Resolution shall take effect upon adoption, the public welfare requiring it.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 29th day of January 2021.

9 (E)

RESOLUTION TITLE:

To Approve The Mayor's Signature On RJ Young Lease

Agreement For Copiers In The Sheriff's Department

DATE:

January 25, 2021

MOTION BY:

Ms. Diana Lovell

SECONDED BY:

Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, to approve the Mayor's signature on RJ Young Lease Agreement for copiers in the Sheriff's Department.

A copy of the Agreement is attached.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection. Witness, My official signature and seal of said county, this 29th day of January 2021.

RJ Young Company - Nashville P.O. Box 40623 Nashville, TN 37204							(615)255-8551 (800)347-1955				Order	Page # G\	1 of 3 /TZ00
Cost Per Copy Agreement										SA48			
Billing Location						Install Location							
Full Customer Name – Include Inc., Corp., LLC etc. Cheatham County						Customer Name Cheatham County							
							Department			County			
Street Address 264 S Main Street							Street Address 264 S Main Street						
City State Zip+4 Ashland City TN 37015							I TO				State TN	Zip+4 37015	;
				Phone # 615-487-3	7-3311 Fax # Meter Contact Tiffany Whitt				Phone # 615-487-33		ax#		
_{Email} tiffany.v	whitt@cheat	thamcour	itytn.gov				Email tiffany.whitte	@cheathamcountytn	.gov				
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Monthly Minimum Overage Rate Number of Square Feet Square Foo						Overage Rate per Linear Foot		■ Yes □ No ■ Yes □ No ■ Yes □ No ■ Yes □ No		Drum/Photo Conducto Imaging Units Parts/Labor Toner/Dispersant Developer Other New Equipment Remanufactured			
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the Equipment during shipping.

This is a non-cancelable agreement

10. EQUIPMENT LOCATION; RETURN. You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent, You will provide adequate space and electrical services for the operation of the Equipment, You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing

territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means

we designate, with all expenses to be prepaid by you. You will be responsible for any damage to

Order#

- 2. RENTAL AGREEMENT. You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when and by such means as we request, YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTHWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT. Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
- 11. RENEWAL. Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

- 3. CONNECTION TO COMPUTERS/NETWORKS. RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's websile.
- 12. YOUR REPRESENTATIONS. You state for our benefit that as of the date of this Agreement; (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

TITLE; RECORDING. We are the owner of and will hold title to the Equipment. You will keep
the Equipment free of all liens and encumbrances.

during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. DEFAULT. You will be in default under this Agreement if any of the following events occur: (a)

13. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that

- 5. USE. You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.
- you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger of consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

- 6. INDEMNIFICATION. You are responsible for any loses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.
- 15. REMEDIES. In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law:(a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment rapply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you walve any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.
- 7. ASSIGNMENT. You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.
- 16. NOTICES. All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.
- 8. LOSS OR DAMAGE. You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 9, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.
- 17. MISCELLANEOUS. This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.
- 9. TAXES AND FEES. You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.
- 18. JURISDICTION. You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.
- 19. INTERPRETATION. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.
- 20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.

Additional Equipment						Order # GVTZ00 3 of 3						
Billing Location							Install Location					
Customer Name Cheatham County						Customer Name						
Onodinam Oddray						Cheatham County Department County						
ii						Souny						
	dress Main Street	_				264 S Mair	Street Address 264 S Main Street					
City State Zip+4 Ashland City TN 37015						Cifv Ashland Ci		State TN	Zip+4 37015			
Contact Name Phone # Fax # Tiffany Whitt 615-487-3311						Tiffany Whitt 615-487-3311			Fax#			
Email tiffany.whitt@cheathamcountytn.gov						Email tiffany.whitt@cheathamcountytn.gov						
Qty.	Manufacturer	Equip. II			Model		Serial Number	Unit Price	Amount			
1	HP (A3)		Spe	ed Optio	on (30ppm)							
1	HP (A3)		Cab									
			_						-			
			_					-				
Trade-li	n/Buyout (Items to be	picked up)						Total This Page				
							T					
								_				
								4				
Signature:						Sales Rep:		Da	ite:			
Print Name:												
Title: Date:						Sales Mana	Sales Manager: Date:					
				_								

10

RESOLUTION TITLE:

To Authorize The Following Budget Amendments For The County

General Fund

DATE:

January 25, 2021

MOTION BY:

Mr. Tim Williamson

SECONDED BY:

Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, to authorize the following budget amendments for the County General Fund:

Jail

101-34625-01

Committed for Public Safety

\$429.83

101-54210-441

Prisoner Supplies

\$429.83

Transfer reserved November commissary sales to prisoner supplies line

Other Operations

101-47303 COVID -19

(Coronavirus Relief Funds)

\$2,074.80

101-58803-499

Other Supplies and Materials

\$2,074.80

Transfer COVID-19 reimbursements to cover current year (FY20-21) COVID related purchases made in the last month

Other Operations

101-47304 COVID-19

(Jail CARES Act Grant)

\$6,526.63

101-58804-499

Other Supplies and Materials

\$6,526.63

Transfer COVID-19 reimbursements to cover current year (FY20-21) COVID related purchases made for the jail

County Buildings

101-49700

Insurance Recovery

\$8,370.00

101-51800-599

Other Charges

\$8,370.00

Transfer Insurance Recovery proceeds from flooding in E911 to pay for repairs

Ambulance/Emergency Medical Services

101-49700

Insurance Recovery

\$1,114.02

101-55130-338

Maintenance and Repair - Vehicles

\$1,114.02

Transfer Insurance Recovery proceeds from damage to an EMS vehicle to pay for repairs

Cheatham County Library

101-48130

Contributions

\$12,500.00

101-56500-432-001

Library Books

\$4,000.00

101-56500-719-001

Equipment

\$6,000.00 \$2,500.00

101-56500-435-001

Office Supplies

Transfer MOE funds from Town of Ashland City into current operating budget

South Cheatham Library

101-44570

Contributions and Gifts

\$25.00

101-56500-432-002

Library Books/Media

\$25.00

Transfer donations made to the South Cheatham Library to their Library Book expenditure line

Ambulance/Emergency Medical Services

101-34730-06

Assigned for Public Health and Welfare

\$2,600.00

101-55130-599-02

Other Charges

\$2,600.00

Transfer reserved funds from the State of Tennessee ROI (Report of Investigation) Supplements Reserve to send 4 supervisors to Death Investigator class (\$650x4=\$2,600)

Budget Vote: 4 Yes 0 No 1 Absent

Funding Source: Various

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson

Yes

Donnie Jordan

Yes

Gary Binkley

Yes

Walter Weakley

Yes

Ann Jarreau

Yes

Diana Pike Lovell

Yes

Tim Williamson

Yes

Yes

Eugene O. Evans, Sr.

Yes

Yes

Connie Mayo

Chris Gilmore

Yes

Randy Liles

Ed Greer

Yes

CHEATHAM COUNTY MAYOR'S REM

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 29th day of January 2021.

11

RESOLUTION TITLE:

To Authorize The Surplus Of The Following County Assets

DATE:

January 25, 2021

MOTION BY:

Mr. Eugene O. Evans, Sr.

SECONDED BY:

Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, to authorize the surplus of the following county assets to be disposed of, recycled, and/or receipt proceeds of sale to Solid Waste Fund: 116-44530 (Sale of Equipment) /116-44145 (Sale of Recycled Materials):

Department: Solid Waste

Year/Make/Model: 2004 Dodge Ram 1500 Quad Cab

VIN Number: 1D7HA18PX4J207699

Mileage: 284,981

Additional Information: Does not run / blown motor Once approved for surplus, item will be sold or recycled

Budget Vote: 4 Yes 0 No 1 Absent

Funding Source: None

RECORD: Approved by voice vote.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 29th day of January 2021.

Teresa Gupton, County Clerk

2

12

RESOLUTION TITLE:

To Support The COVID 19 Policy For The School System

DATE:

January 25, 2021

MOTION BY:

Mr. Tim Williamson

SECONDED BY:

Mr. Ed Greer

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, To support the COVID 19 Policy for the School System.

A copy of the Policy is attached.

RECORD: Approved by voice vote.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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Witness, My official signature and seal of said county, this 29th day of January 2021.

Cheatham County Board of Education Monitoring: Review: July 2021 Descriptor Term: COVID-19 Descriptor Code: 5.3051 Rescinds: 5.3051 Issued: 07/30/20

- This policy will be in effect from January 1, 2021 until June 30, 2021.
- 2 The Director of Schools/designee shall post notice of COVID19 requirements and create any necessary
- administrative procedures. Employees should seek clarification from Director of Schools/ designee if
- 4 they have questions regarding the total amount of leave and pay available to them.

5 PAID SICK LEAVE

- 6 Employees are entitled to up to two (2) weeks of paid sick leave because the employee:
- 7 1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- 2. has been advised by a health care provider to self-quarantine related to COVID-19;
- 3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis.
- 4. is caring for an individual subject to or advised to quarantine or isolate due to COVID-19.
 The individual must be someone who lives within the same household as said employee.
- 12 This paid leave may be taken if there is work available for the employee to complete. Such leave is in
- addition to any paid leave that an employee may already be entitled to (e.g. existing sick leave).
- 14 Employees are not required to exhaust any other paid leave benefit in order to utilize this new category
- 15 of paid sick leave.
- 16 This paid leave is available to all Cheatham County School District Employees regardless of whether
- they used the FFCRA leave days in the time period between April 1, 2020 December 31, 2020.

13

RESOLUTION TITLE:

To Authorize The Following Reappointments To The Ag

Committee

DATE:

January 25, 2021

MOTION BY:

Mr. David Anderson

SECONDED BY:

Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, to reappoint Amanda Binkley, David Anderson, Marsha Hogan and Randy Liles to the Ag Committee for a two-year term ending December 31, 2022.

RECORD: Approved by voice vote.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 29th day of January 2021.

14

RESOLUTION TITLE:

Consent Calendar

DATE:

January 25, 2021

MOTION BY:

Mr. David Anderson

SECONDED BY:

Mr. Gary Binkley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, the following applicants for Notary Public are approved:

Notaries

Cynthia A. Bowker Amanda Deweese Douglas A. McWhorter Karen Sullivan

Ben W. Brinkley M. Teresa Gupton Brittney Myers Sharon Taylor Michael P. Childers Pamela F. Luna Peggy Lynn Rowe Allison G. Waller

RECORD: Approved by Voice Vote.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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15

RESOLUTION TITLE:

To Send Memorial Recognitions To The Calendar, Rules And

Nominating Committee For Recommendation

DATE:

January 25, 2021

MOTION BY:

Ms. Connie Mayo

SECONDED BY:

Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, to send the recommendation for memorials of Mr. Donnie Kemp and Mr. Johnny Jenkins to Calendar, Rules and Nominating Committee for recommendation.

RECORD: Approved by voice vote.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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Witness, My official signature and seal of said county, this 29th day of January 2021.

16

RESOLUTION TITLE:

Adjourn

DATE:

January 25, 2021

MOTION BY:

Mr. Gary Binkley

SECONDED BY:

Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 25th day of January 2021 via Zoom Video Conference, WHEREAS, there being no further business to conduct the meeting is adjourned at 7:35 P.M.

RECORD: Approved by voice vote.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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Witness My official signature and seal of said county, this 29th day of January 2021.